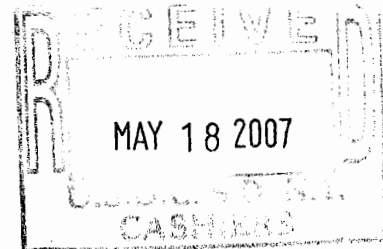


**JUDGE SCHEINDLIN**

BLANK ROME, LLP  
Attorneys for Plaintiff  
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
The Chrysler Building  
New York, NY 10174  
(212) 885-5000

**07 CV 3910**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



AKTIF DENIZCILIK TIC LTD. STI,

Plaintiff,

v.

WESTERN AFRICAN MARITIME (AKA  
"WAM") and NATA SHIPPING AND  
CHARTERING (AKA NATA  
DENIZCILIK VE GEMI KIRALAMA  
AKA "NATA"),

Defendants.

07 Civ.

**VERIFIED COMPLAINT**

Plaintiff AKTIF DENIZCILIK TIC LTD. STI, ("AKTIF"), as Owner of the M/V YAGMUR T ("Vessel"), by its attorneys Blank Rome, LLP, complaining of the above-named Defendants WESTERN AFRICAN MARITIME (AKA "WAM") and NATA SHIPPING AND CHARTERING (AKA NATA DENIZCILIK VE GEMI KIRALAMA AKA NATA, ("NATA"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction.

2. At all material times, AKTIF was and now is a foreign company organized and existing under the laws of Turkey.

3. At all material times, defendant WAM was and now is a corporation organized and existing under the laws of Turkey.

4. At all material times defendant NATA was and now is a foreign company organized and existing under the laws of Turkey.

### **THE BASIC FACTS**

5. AKTIF, as Owner, entered into a contract of charter party for the Vessel with WAM, as Charterer, dated on or about March 8, 2007.

6. Pursuant to its obligations under the charter WAM/NATA paid the rent or "hire" for the Vessel for the first period.

7. Thereafter, WAM/NATA failed to pay two succeeding hire payments when due and owing under the Charter.

8. In addition, WAM/NATA failed to pay bunkers (marine fuel) used by the Vessel for their account, alleging "very bad financial problems." Copies of the invoices are Exhibit 1 to the Harwood Affidavit.

9. NATA in a letter dated on or about April 30, 2007 advised AKTIF's Turkish lawyers that it was, inter alia, the paying and collection agent for WAM. Aff. Ex. 2. The NATA letter attached a "Extract of a [Board of Director's] resolution" allegedly dated October 15, 2006 on WAM's letterhead and with its corporate seal authorizing NATA to open "bank account(s) with any bank in Turkey for "settling freights or other payments" and "to open and administer in the most ample manner such

bank account or bank accounts or facilities with any bank in Turkey” on its behalf. Aff.

Ex. 2, p.2.

10. In the circumstances NATA is clearly the paying and/or collection agent of WAM and a properly named defendant.

11. The Charter is subject to English law and London arbitration. This action is expressly filed without prejudice to that right of arbitration.

### **COUNT I**

#### **RULE B RELIEF**

12. Plaintiff repeats paragraphs 1 through 10 as if fully set forth herein.

13. Plaintiff seeks issuance of process of maritime attachment so that it may obtain security for its claims including its English attorneys’ fees and arbitrators’ fees which are routinely awarded in London arbitration and no security for Plaintiff’s claim has been posted by WAM or anyone acting on its behalf to date.

14. At best as can now be estimated, Plaintiff expects to recover the following amounts in the arbitration:

A.	On the principal claim	\$ 74,729
B.	Estimated Recoverable English & Turkish Lawyers’ Fees & Costs	\$200,000
C.	Estimated Recoverable Arbitrators’ Fees	\$ 80,000
D.	Interest over the course of 3 years at prime rate average of 8% per annum:	<u>\$ 17,935</u>
	<b>TOTAL:</b>	<b>\$372,664</b>

15. Defendants cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure ("Rule B"), but is believed to have, or will have during the pendency of this action, assets in this jurisdiction.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against WAM and against NATA, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

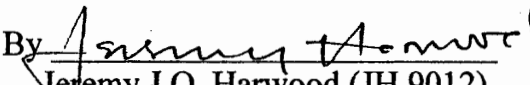
B. That since WAM and NATA cannot be found within this District pursuant to Rule B, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of WAM and NATA's tangible or intangible property or any other funds held by any garnishee, which are due and owing to WAM and/or NATA up to the amount of \$372,764 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint;

C. That this Court retain jurisdiction over this matter through the entry of a judgment or award associated with the pending claims including appeals thereof.

D. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY  
May 18, 2007

Respectfully submitted,  
BLANK ROME, LLP  
Attorneys for Plaintiff

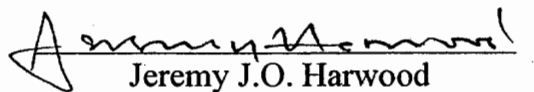
By   
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
New York, NY 10174  
Tel.: (212) 885-5000

**VERIFICATION**

STATE OF NEW YORK       )  
                                      : ss.:  
COUNTY OF NEW YORK    )

Jeremy J.O. Harwood, being duly sworn, deposes and says:

1.     I am a member of the bar of this Honorable Court and of the firm of Blank Rome, LLP, attorneys for Plaintiff.
2.     I have read the foregoing Complaint and I believe the contents thereof are true.
3.     The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4.     The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.

  
Jeremy J.O. Harwood

Sworn to before me this  
18th day of May 2007

  
Notary Public

KARL V. REDA  
Notary Public, State of New York  
No. 30-4783126, Qual. in Nassau Cty.  
Certificate Filed in New York County  
Commission Expires

Nov. 30, 2009



BLANK ROME, LLP  
Attorneys for Plaintiff  
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
The Chrysler Building  
New York, NY 10174  
(212) 885-5000

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

AKTIF DENIZCILIK TIC LTD. STI,

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WESTERN AFRICAN MARITIME (AKA  
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AKA "NATA"),

Defendants.

07 Civ.

**AFFIDAVIT UNDER  
SUPPLEMENTAL RULE B**

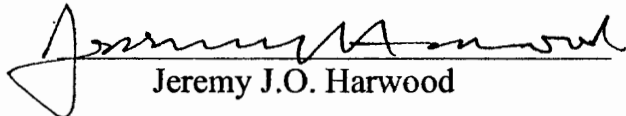
STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF NEW YORK    )

JEREMY J.O. HARWOOD, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome, LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of defendant WESTERN AFRICAN MARITIME (AKA "WAM") and NATA SHIPPING

AND CHARTERING (AKA NATA DENIZCILIK VE GEMI KIRALAMA or "NATA"), as Owner of the M/V YAGMUR T, a company organized and existing under the laws of Turkey, pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. The defendant is not incorporated or registered to do business in this State.
3. Under my supervision, my office did a search of the New York State Secretary of State, Division of Corporations, Transportation Tickler (2006 edition), telephone assistance in New York City, and the internet Yellow Pages.
4. In our search, we did not find any listing or reference to defendant in this district or state.
5. In the circumstances, I believe the defendants cannot be "found" within this district.
6. I attach as Exhibit 1 true copies of the unpaid invoices.
7. I attach as Exhibit 2 a true copy of NATA's letter (in free English translation from Turkish) to ATKIF's Turkish lawyers and the "frame of authority" board resolution of WAM attached thereto.

  
Jeremy J.O. Harwood

Sworn to before me this  
18th day of May, 2007

  
Notary Public

KARL V. REDA  
Notary Public, State of New York  
No. 30-4783126, Qual. in Nassau Cty.  
Certificate Filed in New York County  
Commission Expires

Nov 30, 2009



# **EXHIBIT 1**



**ACTIVE MARINE ISTANBUL**  
**AKTİF DENİZCİLİK TİC. LTD. ŞTİ.**

12.03.2007

FM : ACTIVE MARINE

TO : WESTERN AFRICAN MARITIME LTD.

REF : MV YAGMUR T

**BUNKER INVOICE**  
**MV YAGMUR T**

MGO (USD 531 X 22.3 TON) .....USD 11,841.30-

PLEASE REMIT THE AMOUNT OF USD 11,841.30- FOLL ACCT:-

YAPI KREDİ

BRANCH : FENERYOLU

SWIFT CODE : YAPITRIS

ACCOUNT NO : 41175972 (USD)

IBAN NO : TR740009300000000041175972

BENEFICIARY : ZAFER TOZANOĞLU

PLS CONFIRM REMITTANCE TODAY AND REVERT WITH SWIFT COPY ASAP

BEST REGARDS

**ACTIVE MARINE**  
SHIPPING & AGENCY LTD.

# REACTIVE SHIPPING LTD

TRUST HOUSE 112 BONADIE STR KINGSTOWN - ST.VINCENT

INVOICE No: 301

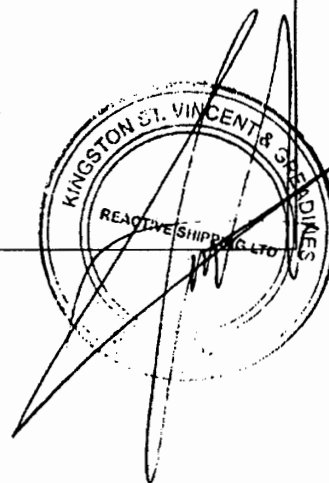
26 MARCH 2007

To: WESTERN AFRICAN MARITIME LTD.

Re: MV YAGMUR T

T/C (24.03.2007 12:00 - 08.04.2007 12:00)

DESCRIPTION	AMOUNT
HIRE (USD 2.150 X 15 DAYS)	USD 32,250.00-
%2.5 COMISSION	USD 806.25-
<b>SUM.....</b>	<b>USD 31,443.75</b>
<u>Bank Details</u> KOCBANK- AMSTERDAM Amstelplein 1 1096 HA Amsterdam The Netherlands REACTIVE SHIPPING LTD- ST.VINCENT (USD) 8169 (EUR) 020.48.73.584 (IBAN:NL34KABA0204873584) SWIFT CODE KABA NL 2A	





**ACTIVE MARINE ISTANBUL**  
**AKTİF DENİZCİLİK TİC. LTD. ŞTİ.**

2342  
23

04.04.2007

FM : ACTIVE MARINE

TO : WESTERN AFRICAN MARITIME LTD.

REF : MV YAGMUR T

T/C (08.04.2007 12:00 – 23.04.2007 12:00)

## **HIRE INVOICE**

### **MV YAGMUR T**

HIRE (USD 2.150 X 15 DAYS) .....USD 32,250.00-

LESS COMM %2,5.....USD 806.25-

**SUM.....USD 31,443.75-**

**PLEASE REMIT THE AMOUNT OF USD 31,443.75- FOLL ACCT:-**

**YAPI KREDİ**

**BRANCH : FENERYOLU**

**SWIFT CODE : YAPITRIS**

**ACCOUNT NO : 41175972 (USD)**

**IBAN NO : TR740009300000000041175972**

**BENEFICIARY : ZAFER TOZANOĞLU**

**PLS CONFIRM REMITTANCE TODAY AND REVERT WITH SWIFT COPY ASAP**

**BEST REGARDS**

**ACTIVE MARINE**  
**SHIPPING & AGENCY LTD.**

## **EXHIBIT 2**

# WESTERN AFRICAN MARITIME LTD.



TO WHOM IT MAY CONCERN

15th.oct.2006

Extract of a resolution taken at a meeting of the Board of Directors of Western African Maritime Ltd. held this day the 16.10.2006 at the company's Registered Office in Vanuatu.

Present Company director Who acted as Chairman.

There being a quorum present the meeting proceeded to business.

The chairman reported that the company needed to be more efficient and flexible in settling freights and other payments to achieve and better shipowners confidence in the company and shall therefore open and hold a bank account/s in Turkey

The Chairman therefore put forward for the approval of the Board the proposal to authorise and empower Nata Denizcilik Nakliyat ve Kiralama San.ve Tic.Ltd. sti.Mersin to open and administer in the most ample manner such bank account or bank accounts with any bank in Turkey.

The board unanimously resolved that the company opens and operates an account or accounts or other facilities with any bank and to authorise and empower Nata Denizcilik Nakliyat ve Kiralama San.ve Tic Ltd.Sti. Mersin to open and administer in the most ample manner such bank account or bank accounts or facilities with any bank in Turkey.

There being no further business to discuss the meeting was adjourned.

Your sincerely,

Western African Maritime Ltd.

